

SUPERFUND RECORDS

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ATTORNEYS AT LAW

JUL 22 1996

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July 19, 1996

Mr Dave Crawford
Remedial Project Manager
U S Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

VIA FACSIMILE
TO (913)551-7063

Re Elliott Shooting Park, Raytown, Missouri

Dear Mr Crawford

Site Elliott Shooting
ID # MOD 98096833
Break 11.11
Other 7.19.96

As we discussed this afternoon, this firm represents a potential developer of the referenced property. The proposed Missouri warranty deed, which is being transmitted with this letter, contains the following restriction: The property shall not be used for any purpose that caters especially to children, or is likely to result in significant contact by children, with the soil located on the property.

The purpose of this letter is to request a statement from the U S Environmental Protection Agency as to the advisability or even necessity of this deed restriction. Any information related to the susceptibility of children to lead contamination, as that information would relate to this deed restriction, will be extremely helpful. If you have any additional questions, please feel free to call.

Very truly yours,

KING HERSHEY KOCH & STONE
A Professional Corporation

W Anthony Curp

WAC/rac
enclosure

cc Gerhardt Braeckel, Esq (w/enc)
(via facsimile to 913-551-7925)
Richard A King, Esq (w/out enc)
Randy Willbanks (w/out enc)

MISSOURI WARRANTY DEED

THIS INDENTURE, made and entered into this _____ day of _____, 1996, by and between Boatmen's First National Bank of Kansas City (the "Grantor"), and Partners Stark, Inc, d/b/a Stark Processing (the "Grantee"), whose mailing address is 9600 East 63rd Street, Raytown, Missouri 64133

WITNESSETH, that Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto Grantee, its successors and assigns, the lots, tracts or parcels of land, lying, being and situate in County of Jackson and State of Missouri as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), subject, however, to (i) all covenants, easements, restrictions, reservations of record, party wall agreements, leases and tenancies, zoning laws, ordinances and regulations, (ii) all taxes and assessments, general and special, not now due and payable and (iii) the covenants hereinafter set forth, which covenants shall run with the land and shall bind Grantee, its successors and assigns and all other persons who may hereafter own all or any part of the Property

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining unto Grantee and unto its successors and assigns forever, Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, and that it will warrant and defend the title of the said premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it

Covenants that run with the Land.

1 The U S Environmental Protection Agency has acknowledged by letter dated October 4, 1995 to Grantor that Grantor has complied with that certain administrative Consent Order (Docket No 86F-0004, January 30, 1986) generally dealing with environmental remediation of the Property. The Property shall not be used for any purpose that caters especially to children or is likely to result in significant contact by children with the soil located on the Property such as (without limiting the generality of the foregoing) a school, day care center, playground, park, or the like

2 All soil excavated from the Property shall be tested and disposed of in accordance with all federal, state and local laws respecting health, safety and the environment

3 Parking space and all driveways, as approved by the local governmental entity with jurisdiction thereof, for any intended use of the Property shall be paved with either asphalt or concrete

4 Within eighteen (18) months hereof, the Grantee shall begin construction on the Property of a building or buildings and other improvements for use of the Property in an activity not in violation of the above covenants. Once commenced, such construction shall be diligently completed within five (5) years, subject to delays occasioned by matters not within Grantor's control

By acceptance of this Indenture, Grantee acknowledges and agrees that the foregoing covenants are for the purpose of furthering public policy by protecting children from the potential hazards of lead contamination and do not result in an unreasonable restraint or burden on the Property. A violation of the foregoing covenants may be enforced by an action for specific performance or by injunction, but shall not result in any reversion or forfeiture of title

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first above written

[SEAL]

Boatmen's First National Bank
of Kansas City

By

Timothy P Buss, Vice President
("Grantor")

SARONK KCM/SP